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12 Attorneys for Defendant
13 EXPERIAN INFORMATION SOLUTIONS, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ROBERT MICHAEL WILLIAMS

Plaintiff,

V.

TRANS UNION, LLC, EXPERIAN INFORMATION SOLUTIONS, INC., EQUIFAX INFORMATION SERVICES, LLC, AMERICAN EXPRESS TRAVEL RELATED SERVICES, INC.; DISCOVER FINANCIAL SERVICES; PINNACLE CREDIT SERVICES, INC.; ASSET ACCEPTANCE, LLC; and NATIONAL CREDIT ADJUSTERS, LLC.

Case No. C-07-5956CRB

EXPERIAN INFORMATION SOLUTIONS, INC.'S ORIGINAL ANSWER AND AFFIRMATIVE DEFENSES

Defendant.

Defendant Experian Information Solutions, Inc. (“Experian”) files its Original Answer and Affirmative Defenses to Plaintiff’s Original Complaint (“Complaint”) filed by Robert Michael Williams as follows:

1. In response to the averments contained in paragraph 1 of the Complaint, Experian

1 admits that plaintiff's action is brought pursuant to the FCRA. Experian admits that this Court
2 has subject matter jurisdiction over this matter. By way of further answer, Experian lacks
3 knowledge or information sufficient to form a belief as to the truth or falsity of the averments that
4 purport to apply to plaintiff's residency and on that basis denies those averments. Experian
5 expressly denies that it is liable to plaintiff or that plaintiff is in any way entitled to relief from
6 Experian. Experian denies the remaining averments of paragraph 1.

7 2. In response to the averments contained in paragraph 2 of the Complaint, Experian
8 denies the averments that purport to apply to Experian. Experian denies the remaining averments
9 of paragraph 2.

10 3. In response to the averments contained in paragraph 3 of the Complaint, Experian
11 states that it lacks knowledge or information sufficient to form a belief as to the truth or falsity of
12 the averments that purport to apply to other defendants and, on that basis, denies those averments.
13 Experian denies the remaining averments of paragraph 3.

14 4. In response to the averments contained in paragraph 4 of the Complaint, Experian
15 states that it lacks knowledge or information sufficient to form a belief as to the truth or falsity of
16 the averments that purport to apply to other defendants and, on that basis, denies those averments.
17 Experian denies the remaining averments of paragraph 4.

18 5. In response to the averments contained in paragraph 5 of the Complaint, Experian
19 states that it lacks knowledge or information sufficient to form a belief as to the truth or falsity of
20 the averments that purport to apply to other defendants and, on that basis, denies those averments.
21 Experian denies the remaining averments of paragraph 5.

22 6. In response to the averments contained in paragraph 6 of the Complaint, Experian
23 admits that plaintiff is a consumer as defined by the FCRA. Experian lacks knowledge
24 concerning plaintiff's residency and, on that basis, denies the averments pertaining to plaintiff's
25 residency. Experian denies the remaining averments of paragraph 6.

26 7. In response to the averments contained in paragraph 7 of the Complaint, Experian
27 lacks knowledge or information sufficient to form a belief as to the truth of the averments that
28 purport to apply to other defendants and on that basis denies those averments. Experian denies

1 the remaining averments of paragraph 7.

2 8. In response to the averments contained in paragraph 8 of the Complaint, Experian
3 admits that it is a consumer reporting agency as defined in the FCRA and as such, receives credit
4 information and other information on consumers for the purpose of furnishing consumer reports
5 to third parties as defined by the FCRA. Experian also admits that it is an Ohio corporation that
6 is authorized to do business, and is doing business, in California, and as a result, this Court has
7 jurisdiction under 28 U.S.C. § 1331. Experian denies the remaining averments of paragraph 8.

8 9. In response to the averments contained in paragraph 9 of the Complaint, Experian
9 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
10 averments that purport to apply to other defendants and, on that basis, denies those averments.
11 Experian denies the remaining averments contained in paragraph 9 of the Complaint.

12 10. In response to the averments contained in paragraph 10 of the Complaint, Experian
13 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
14 averments that purport to apply to other defendants and, on that basis, denies those averments.
15 Experian denies the remaining averments contained in paragraph 10 of the Complaint.

16 11. In response to the averments contained in paragraph 11 of the Complaint, Experian
17 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
18 averments that purport to apply to other defendants and, on that basis, denies those averments.
19 Experian denies the remaining averments contained in paragraph 11 of the Complaint.

20 12. In response to the averments contained in paragraph 12 of the Complaint, Experian
21 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
22 averments that purport to apply to other defendants and, on that basis, denies those averments.
23 Experian denies the remaining averments contained in paragraph 12 of the Complaint.

24 13. In response to the averments contained in paragraph 13 of the Complaint, Experian
25 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
26 averments that purport to apply to other defendants and, on that basis, denies those averments.
27 Experian denies the remaining averments contained in paragraph 13 of the Complaint.

28 14. In response to the averments contained in paragraph 14 of the Complaint, Experian

1 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
2 averments that purport to apply to other defendants and, on that basis, denies those averments.
3 Experian denies the remaining averments contained in paragraph 14 of the Complaint.

4 15. In response to the averments contained in paragraph 15 of the Complaint, Experian
5 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
6 averments that purport to apply to other defendants and, on that basis, denies those averments.
7 Experian denies the remaining averments contained in paragraph 15 of the Complaint.

8 16. Paragraph 16 of the Complaint does not require an answer because it does not
9 include any factual averments. To the extent an answer is required, Experian denies the
10 averments in paragraph 16.

11 17. In response to the averments contained in paragraph 17 of the Complaint, Experian
12 states that the FCRA speaks for itself. Experian denies the remaining averments of paragraph 17.

13 18. In response to the averments contained in paragraph 18 of the Complaint, Experian
14 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
15 averments that purport to apply to the other defendants and/or third parties and, on that basis,
16 denies those averments. Experian further states that it has not yet completed its investigation with
17 regard to its reporting of plaintiff's credit information. Therefore, Experian is without knowledge
18 or information sufficient to form a belief as to the truth or the falsity of the averments that purport
19 to apply to plaintiff's credit report and, on that basis, denies those averments. Experian denies the
20 remaining averments of paragraph 18.

21 19. In response to the averments contained in paragraph 19 of the Complaint, Experian
22 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
23 averments that purport to apply to the other defendants and, on that basis, denies those averments.
24 Experian, however, expressly denies that it violated the FCRA, either negligently or intentionally.
25 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
26 any other relief whatsoever against Experian. Experian denies the remaining averments of
27 paragraph 19.

28 20. In response to the averments contained in paragraph 20 of the Complaint, Experian

1 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
2 averments that purport to apply to the other defendants and/or third parties and, on that basis,
3 denies those averments. Experian, however, expressly denies that it violated the FCRA, either
4 negligently or intentionally. Furthermore, Experian denies that plaintiff is entitled to any relief
5 sought in the Complaint or to any other relief whatsoever against Experian. Experian denies the
6 remaining averments of paragraph 20.

7 21. In response to the averments contained in paragraph 21 of the Complaint, Experian
8 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
9 averments that purport to apply to the other defendants and, on that basis, denies those averments.
10 Experian, however, expressly denies that it violated the FCRA, either negligently or intentionally.
11 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
12 any other relief whatsoever against Experian. Experian denies the remaining averments of
13 paragraph 21.

14 22. In response to the averments contained in paragraph 22 of the Complaint, Experian
15 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
16 averments that purport to apply to the other defendants and, on that basis, denies those averments.
17 Experian, however, expressly denies that it violated the FCRA, either negligently or intentionally.
18 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
19 any other relief whatsoever against Experian. Experian also objects to plaintiff's vague reference
20 to unspecified acts by Experian that were allegedly in violation of the FCRA. Experian denies the
21 remaining averments of paragraph 22.

22 23. In response to the averments contained in paragraph 23 of the Complaint, Experian
23 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
24 averments that purport to apply to the other defendants and, on that basis, denies those averments.
25 Experian, however, expressly denies that it violated the FCRA, either negligently or intentionally.
26 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
27 any other relief whatsoever against Experian. Experian denies the remaining averments of
28 paragraph 23.

1 24. In response to the averments contained in paragraph 24 of the Complaint, Experian
2 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
3 averments that purport to apply to the other defendants and, on that basis, denies those averments.
4 Experian, however, expressly denies that it violated the FCRA, either negligently or intentionally.
5 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
6 any other relief whatsoever against Experian. Experian denies the remaining averments of
7 paragraph 24.

8 25. In response to the averments contained in paragraph 25 of the Complaint, Experian
9 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
10 averments that purport to apply to the other defendants and, on that basis, denies those averments.
11 Experian, however, expressly denies that it violated the FCRA, either negligently or intentionally.
12 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
13 any other relief whatsoever against Experian. Experian denies the remaining averments of
14 paragraph 25.

15 26. Paragraph 26 of the Complaint does not require an answer because it does not
16 include any factual averments. To the extent an answer is required, Experian denies the
17 averments in paragraph 26.

18 27. In response to the averments contained in paragraph 27 of the Complaint,
19 Experian states that the FCRA speaks for itself. Experian denies the remaining averments
20 contained in paragraph 27 of the Complaint.

21 28. In response to the averments contained in paragraph 28 of the Complaint, Experian
22 expressly denies that it violated the FCRA, either negligently or intentionally. Furthermore,
23 Experian denies that plaintiff is entitled to any relief sought in the Complaint or to any other relief
24 whatsoever against Experian. Experian denies the remaining averments contained in
25 paragraph 28 of the Complaint.

26 29. In response to the averments contained in paragraph 29 of the Complaint, Experian
27 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
28 averments that purport to apply to the other defendants and, on that basis, denies those averments.

1 Experian further states that it has not yet completed its investigation with regard to its reporting of
2 plaintiff's credit information. Therefore, Experian is without knowledge or information sufficient
3 to form a belief as to the truth or the falsity of the averments that purport to apply to plaintiff's
4 credit report and, on that basis, denies those averments. Experian denies the remaining averments
5 contained in paragraph 29 of the Complaint.

6 30. In response to the averments contained in paragraph 30 of the Complaint, Experian
7 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
8 averments that purport to apply to the other defendants and, on that basis, denies those averments.
9 Experian further states that it has not yet completed its investigation with regard to its reporting of
10 plaintiff's credit information. Therefore, Experian is without knowledge or information sufficient
11 to form a belief as to the truth or the falsity of the averments that purport to apply to plaintiff's
12 credit report and, on that basis, denies those averments. Experian denies the remaining averments
13 contained in paragraph 30 of the Complaint.

14 31. In response to the averments contained in paragraph 31 of the Complaint, Experian
15 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
16 averments that purport to apply to the other defendants and, on that basis, denies those averments.
17 Experian further states that it has not yet completed its investigation with regard to its reporting of
18 plaintiff's credit information. Therefore, Experian is without knowledge or information sufficient
19 to form a belief as to the truth or the falsity of the averments that purport to apply to plaintiff's
20 credit report and, on that basis, denies those averments. Experian denies the remaining averments
21 contained in paragraph 31 of the Complaint.

22 32. In response to the averments contained in paragraph 32 of the Complaint, Experian
23 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
24 averments that purport to apply to the other defendants and, on that basis, denies those averments.
25 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
26 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
27 any other relief whatsoever against Experian. Experian denies the remaining averments contained
28 in paragraph 32 of the Complaint.

1 33. In response to the averments contained in paragraph 33 of the Complaint, Experian
2 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
3 averments that purport to apply to the other defendants and, on that basis, denies those averments.
4 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
5 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
6 any other relief whatsoever against Experian. Experian denies the remaining averments contained
7 in paragraph 33 of the Complaint.

8 34. In response to the averments contained in paragraph 34 of the Complaint, Experian
9 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
10 averments that purport to apply to the other defendants and, on that basis, denies those averments.
11 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
12 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
13 any other relief whatsoever against Experian. Experian denies the remaining averments contained
14 in paragraph 34 of the Complaint.

15 35. In response to the averments contained in paragraph 35 of the Complaint, Experian
16 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
17 averments that purport to apply to the other defendants and, on that basis, denies those averments.
18 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
19 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
20 any other relief whatsoever against Experian. Experian denies the remaining averments contained
21 in paragraph 35 of the Complaint.

22 36. Paragraph 36 of the Complaint does not require an answer because it does not
23 include any factual averments. To the extent an answer is required, Experian denies the
24 averments of paragraph 36.

25 37. In response to the averments contained in paragraph 37 of the Complaint, Experian
26 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
27 averments that purport to apply to the other defendants and, on that basis, denies those averments.
28 Experian denies the remaining averments contained in paragraph 37 of the Complaint.

1 38. In response to the averments contained in paragraph 38 of the Complaint, Experian
2 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
3 averments that purport to apply to the other defendants and, on that basis, denies those averments.
4 Experian denies the remaining averments contained in paragraph 38 of the Complaint.

5 39. In response to the averments contained in paragraph 39 of the Complaint, Experian
6 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
7 averments that purport to apply to the other defendants and, on that basis, denies those averments.
8 Experian denies the remaining averments contained in paragraph 39 of the Complaint.

9 40. In response to the averments contained in paragraph 40 of the Complaint, Experian
10 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
11 averments that purport to apply to the other defendants and, on that basis, denies those averments.
12 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
13 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
14 any other relief whatsoever against Experian. Experian denies the remaining averments contained
15 in paragraph 40 of the Complaint.

16 41. In response to the averments contained in paragraph 41 of the Complaint, Experian
17 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
18 averments that purport to apply to the other defendants and, on that basis, denies those averments.
19 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
20 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
21 any other relief whatsoever against Experian. Experian denies the remaining averments contained
22 in paragraph 41 of the Complaint.

23 42. In response to the averments contained in paragraph 42 of the Complaint, Experian
24 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
25 averments that purport to apply to the other defendants and, on that basis, denies those averments.
26 Experian expressly denies that it violated the FCRA, either negligently or intentionally.
27 Furthermore, Experian denies that plaintiff is entitled to any relief sought in the Complaint or to
28 any other relief whatsoever against Experian. Experian denies the remaining averments contained

1 in paragraph 42 of the Complaint.

2 43. In response to the averments contained in paragraph 43 of the Complaint, Experian
3 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
4 averments that purport to apply to plaintiff, other defendants, and/or other third parties and, on
5 that basis, denies those averments. Experian denies the remaining averments contained in
6 paragraph 43 of the Complaint.

7 44. In response to the averments contained in paragraph 44 of the Complaint, Experian
8 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
9 averments that purport to apply to plaintiff, other defendants, and/or other third parties and, on
10 that basis, denies those averments. Experian denies the remaining averments contained in
11 paragraph 44 of the Complaint.

12 45. In response to the averments contained in paragraph 45 of the Complaint, Experian
13 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
14 averments that purport to apply to plaintiff, other defendants, and/or other third parties and, on
15 that basis, denies those averments. Experian denies the remaining averments of paragraph 45.

16 46. In response to the averments contained in paragraph 46 of the Complaint, Experian
17 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
18 averments that purport to apply to plaintiff, other defendants, and/or other third parties and, on
19 that basis, denies those averments. Experian denies the remaining averments of paragraph 46.

20 47. In response to the averments contained in paragraph 47 of the Complaint, Experian
21 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
22 averments that purport to apply to plaintiff, other defendants, and/or other third parties and, on
23 that basis, denies those averments. Experian denies the remaining averments of paragraph 47.

24 48. In response to the averments contained in paragraph 48 of the Complaint, Experian
25 lacks knowledge or information sufficient to form a belief as to the truth or falsity of the
26 averments that purport to apply to plaintiff, other defendants, and/or other third parties and, on
27 that basis, denies those averments. Experian lacks knowledge or information sufficient to form a
28 belief as to the truth or falsity of the averments that purport to apply to other defendants and, on

1 that basis, denies those averments. Experian denies the remaining averments of paragraph 48.

2 49. In response to the averments contained in the unnumbered paragraph beginning
3 “Wherefore” and each of its subparts, Experian denies that plaintiff is entitled to any relief sought
4 in the Complaint or to any other relief whatsoever against Experian. Experian denies the
5 remaining averments of these unnumbered paragraphs.

AFFIRMATIVE DEFENSES

7 50. In addition to the responses to the individual paragraphs above, Experian further
8 pleads the following affirmative defenses.

FIRST DEFENSE

10 51. As an affirmative defense, Experian states that the injuries and damages allegedly
11 sustained by plaintiff were directly and proximately caused by the acts of others.

SECOND DEFENSE

13 52. As an affirmative defense, Experian states that plaintiff's rights of recovery are
14 barred by the doctrines of waiver, estoppel or laches and by the statute of limitations as set out in
15 15 U.S.C. §1681p, and any other applicable statute of limitations.

THIRD DEFENSE

17 53. As an affirmative defense, Experian states that plaintiff's claims against Experian
18 are barred by the qualified immunity of 15 U.S.C. § 1681h(e).

FOURTH DEFENSE

20 54. As an affirmative defense, Experian states that plaintiff's rights of recovery based
21 upon any alleged action or proceeding under state or common law are barred pursuant to 15
22 U.S.C. §1681h(e).

FIFTH DEFENSE

24 55. As an affirmative defense, Experian states that all or part of the damages allegedly
25 suffered by plaintiffs in this action were caused by plaintiff's failure to mitigate damages as
26 required by law.

SIXTH DEFENSE

28 56. As an affirmative defense, Experian states that plaintiff is barred from recovery to

1 the extent plaintiff was contributorily and/or comparatively negligent.

2 **SEVENTH DEFENSE**

3 57. As an affirmative defense, Experian states that the complaint fails to state a claim
4 upon which relief can be granted to the plaintiffs and should be dismissed.

5 **EIGHTH DEFENSE**

6 58. As an affirmative defense, Experian states that any claims for punitive or
7 exemplary damages violate Experian's right to due process of law under the United States and
8 California Constitutions.

9 **PRAYER**

10 WHEREFORE, defendant Experian prays that plaintiff take nothing as a result of this suit,
11 that this action be dismissed in its entirety, and that Experian be awarded all costs, including
12 reasonable attorney's fees, and other relief that the Court deems just and proper.

13 Dated: December 26, 2007

JONES DAY

14 By: /S/ David L. Wallach

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26 Attorneys for Defendant
27 EXPERIAN INFORMATION SOLUTIONS,
INC.
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2 **CERTIFICATE OF SERVICE**
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I hereby certify that copies of the foregoing have been served on Mark F. Anderson,
Kemnitzer, Anderson, Barron, Ogilvie & Brewer LLP, 445 Bush Street, 6th Floor, San Francisco,
California 94108, counsel for plaintiff, and all other counsel of record via the electronic filing
system this 26th day of December, 2007.

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/S/ David L. Wallach
David L. Wallach